

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W59XQG60703456		PAGE 1 OF 64	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9128F-16-R-0087	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ALEXANDER MUELLER				b. TELEPHONE NUMBER (No Collect Calls) 402-995-2045	
8. OFFER DUE DATE/LOCAL TIME 02:00 PM 24 May 2016							
9. ISSUED BY U.S. ARMY CORPS OF ENGINEERS, OMAHA DIST CONTRACTING OFFICE 1616 CAPITOL AVENUE OMAHA NE 68102-4901  TEL: FAX:		CODE W9128F		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR:  <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) NAICS: 561730 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$7.5M			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO COE FT RANDALL PROJECT OFFICE MICHAEL HUBERT USAED, OMAHACENWO-OD-FR 399 POWERHOUSE ROAD PICKSTOWN SD 57367 TEL: FAX:		CODE 968810		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE  TELEPHONE NO.		18a. PAYMENT WILL BE MADE BY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 64	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Ft. Randall T&M Spraying (South) FFP PROVIDE ALL LABOR, EQUIPMENT, SUPPLIES, FACILITIES, UTILITIES, TRANSPORTATION, TOOLS, & MATERIALS TO APPLY CHEMICAL APPLICATION TO SOUTH UNIT FT RANDALL PROJECT PER PWS --- PROJECT NO.: 443995 FOB: Destination MILSTRIP: W59XQG60703456 PURCHASE REQUEST NUMBER: W59XQG60703456	1	Job		

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 NET AMT
INSTRUCTIONS TO OFFERORS**Instructions to Proposers**Evaluation

(a) The Government will award a contract resulting from this solicitation to the responsible proposer whose proposal conforming to the solicitation will the best value to the Government. The following factors shall be used to evaluate proposals:

1. Past Performance Factor – Contractor shall provide three (3) completed Form PPQ-0 Past Performance Questionnaires (see Attachment 2) from customers with whom the contractor has completed chemical application activities of similar size and scope to this contract within the past five (5) years.
2. Technical Factor – Contractor shall provide: 1) a list of current equipment and staffing proposed to be used on this contract, and 2) written summaries of three (3) previous job experiences completed within the last five (5) years that are similar in size and scope to this contract.
3. Price – The proposal shall be inclusive of all costs to perform the work specified in the Performance Work Statement (PWS). The supplemental bid sheet shall be filled out.

NAICS. North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in FAR 52.204-8 of the solicitation.

Submitting your proposal. Submission of proposals. Submit proposals to the office specified in this solicitation at or before the exact time specified in this solicitation. Proposals may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation.

Proposals are due by 2pm Central Time on 24 May 2016. Send your completed proposal package to the attention of Alex Mueller at alexander.d.mueller@usace.army.mil. Electronic proposals are preferred over paper responses, unless other arrangements have been made with the individual identified above.

We will not consider any proposal that we receive after the deadline unless we receive it before we issue a purchase order and considering it will not delay our purchase. In case of an emergency that delays our operations and makes submission or receipt of your proposal impossible, we will extend the deadline by one working day.

As a minimum, proposals must show-

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of proposal;
- (3) The name, address, and telephone number of the proposer;
- (4) A technical description of the items being proposed in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.204-8 if applicable.
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the proposal is not submitted on the SF 18, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Proposals that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

Terms and content of your proposal. Your proposal must be based on the terms of this RFP. We might reject any proposal that is not based on these terms in every respect. Your proposal must contain all of the information described below.

Small Business Status. In order to submit a proposal, you must know whether your company is a small business. The small business size standard that applies to this purchase is stated in FAR 52.204-8, along with the North American Industry Classification System (NAICS) code on which it is based.

Issuance of purchase order. Your proposal should contain your best terms. The Contracting Officer may reject any or all proposals. After the evaluation of proposals, the Contracting Officer may negotiate final terms with one or more proposers of the Government's choice before issuing a purchase order. The Contracting Officer will not negotiate with any proposers other than those of the Government's choice and will not use the formal source selection procedures described in FAR Part 15.

The Contracting Officer may issue a purchase order to other than the proposal with the lowest price. We might issue multiple orders, purchasing various items or groups of items from different proposers. We might issue an order for less than the quantity on which your proposal is based, at the proposed price, unless you tell us that you will not accept an order on that basis.

System for Award Management (SAM). Unless exempted by the Contracting Officer, you must register in SAM before we will issue a purchase order to you. If you do not register by the date set by the Contracting Officer, the Contracting Officer might issue the order to a different proposer. Once registered, you must remain registered throughout performance until final payment. Go to <https://www.acquisition.gov> for information on SAM registration and annual confirmation.

DUNS Number (Data Universal Numbering System Number). [This applies to all proposals if the solicitation requires that you be registered in the System for Award Management (SAM).] Place the annotation "DUNS" or

“DUNS+4” next to your name and address on the first page of your proposal followed by the DUNS or DUNS+4 number that identifies the proposer’s name and address.

If you do not have a DUNS number, contact Dun and Bradstreet to obtain one. If you are located within the United States, you may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>.

If you are located outside the United States, you must contact the local Dun and Bradstreet office for a DUNS number. Tell Dun and Bradstreet that you are a proposer for a Government contract when contacting the local Dun and Bradstreet office.

The DUNS+4 is the DUNS number plus a 4-character suffix that you may use at your discretion to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for your company.

**Insurance Required (FAR 52.228-5):**

In accordance with FAR 28.307-2, “Liability,” the contractor shall procure the following minimum insurance:

<b><u>Type</u></b>	<b><u>Amount</u></b>
Workman’s Compensation and Employer’s Liability Insurance	\$100,000
General Liability Insurance	\$1,000,000 per occurrence

And, when automobiles are used in connection with performing the contract:

<b><u>Type</u></b>	<b><u>Amount</u></b>
Automobile Liability Insurance	\$200,000 per person
Bodily Injury	\$500,000 per occurrence
Property Damage	\$ 20,000 per occurrence

And, when aircraft is used in connection with performing the contract:

<b><u>Type</u></b>	<b><u>Amount</u></b>
Aircraft Public and Passenger Liability Insurance	\$200,000 per person
Bodily Injury (other than passenger injury)	\$500,000 per occurrence
Property Damage	\$200,000 per occurrence
Passenger Liability Bodily Injury	\$200,000 multiplied by the number of seats or passengers, whichever is greater

And, when contract performance involves use of vessels, the Contracting Officer shall require, as determined by the agency, vessel collision liability and protection and indemnity insurance. The contractor is responsible for contacting the state for compliance with its workman’s compensation laws.

**State and Local Taxes.** The U.S. Army Corps of Engineers is exempt from paying state and local taxes per Title 4 United States Code 104-107. The U.S. Army Corps of Engineers Tax ID Number is 62-1642142.

Contractors performing services for the U.S. Army Corps of Engineers are not exempt from state and local taxes in transactions with vendors, suppliers or subcontractors.

In the State of South Dakota, there is an excise tax on the total gross receipts of all prime contractors and subcontractors engaged in realty improvement. Contractor shall include the excise tax in its proposal. For information concerning the taxes contact: Sales and Use Tax Division, Capital Lake Plaza, Pierre, South Dakota. Telephone 605-773-3311.

PWS

**PERFORMANCE WORK STATEMENT (PWS)  
CHEMICAL APPLICATION SERVICES (WEED CONTROL) - SOUTH UNIT  
USACE FORT RANDALL PROJECT  
399 POWERHOUSE ROAD  
PICKSTOWN, SD 57367**

**PART 1  
GENERAL INFORMATION**

1. **GENERAL:** This is a requirements service contract with both Time and Material (T&M) and Firm Fixed-Price pricing to perform chemical application services on lands administered by the USACE Fort Randall Project Office.

1.1. **Description of Services/Introduction:** The contractor shall furnish all labor, utilities, materials, equipment, supervision and other items and non-personal services necessary to perform chemical application services as defined in this PWS except for those items specified as government furnished property and services (Part 3). The contractor shall perform to the standards in this PWS.

1.2. **Background:** Approximately 5,901 acres of federal land is administered by the USACE Fort Randall Project in the South Unit (see Attachment 1). Said land starts approximately two (2) miles downstream of the Fort Randall Dam and continues upstream along both riverbanks (including shoreline) of Lake Francis Case (in Charles Mix and Gregory Counties) to the Platte-Winner/Highway 44 Bridge. Noxious weed control and vegetation management are a component of our stewardship responsibilities.

1.3. **Objectives:** Survey (locate), document (GPS data collection and PAR completion), and chemically treat (kill) State of South Dakota designated noxious weeds (<http://sdda.sd.gov/ag-services/weed-and-pest-control/weed-pest-control/sd-state-noxious-weed-declared-pest-list-and-distribution-maps/default.aspx>) and County listed noxious weeds (<http://sdda.sd.gov/ag-services/weed-and-pest-control/weed-pest-control/county-noxious-weed-pest-list-and-distribution-maps/default.aspx>); primarily Musk Thistle (*Carduus nutans*), Canada Thistle (*Cirsium arvense*), Leafy Spurge (*Euphorbia esula*), Saltcedar (*Tamarix spp.*), and other identified weeds on federal lands administered by the USACE Fort Randall Project. Spot spraying will be the primary method of chemical application, however, large patches of weeds will require solid coverage.

1.4. **Scope:** The contractor shall perform chemical application services in designated areas of approximately 5,901 acres of federal land administered by the USACE Fort Randall Project. Services throughout the period of performance include 1) proactively surveying designated areas for weeds, 2) documenting application activities by collecting GPS datasets and completing PARs, 3) treating weeds via chemical application, and 4) preparation and submittal of invoices for payment of services.

1.5. **Period of Performance:** The period of performance shall be for three (3) years (15 April 2016 to 31 March 2019), unless terminated sooner. Depending on seasonal weather patterns, the spraying season typically lasts for seven (7) months per year (April thru October).

1.6. **General Information**

1.6.1. **Quality Control:** The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which he assures himself that his work complies with the requirements of this PWS. The details of the contractor's quality control program shall be outlined and described in a quality control plan. The quality control plan shall be submitted at the pre-work meeting.

1.6.2. Quality Assurance: The government will evaluate the contractor's performance under this contract in accordance with Part 7 of this PWS. The evaluation is primarily focused on what the government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s). The COR will be allowed at any time or place the contractor is on government property, to obtain a sample of the chemical for testing. If the contractor is found to be using a chemical off-label or a chemical not approved for use by the KO, the agreement will be terminated and the contractor shall be held liable for any damages and pay for the completion of the agreement by a different source. The COR will be allowed to observe and photograph all work activities conducted in completion of this PWS. The COR may inspect the work as the agreement progresses. The contractor will not be paid for any work performed that is deemed defective to the COR. Any defective service(s) noted by the COR shall be corrected at no additional cost to the government. The contractor shall be responsible to perform only that work specified within the PWS, and shall receive no compensation for any work performed that is not specified within the PWS. No government personnel will be allowed to assist the contractor with actual spraying activities or supervision of the contractor's personnel.

1.6.3. Weekends and Federal Holidays: The contractor is not allowed to perform services on weekends or federal holidays (Memorial Day, Independence Day, Labor Day, and Columbus Day) without prior authorization from the COR.

1.6.4. Hours of Operation: Without prior authorization from the COR, the contractor is responsible for performing chemical application services during normal business hours (7:30 a.m. to 4:00 p.m. CST), Monday thru Friday, except on federal holidays or when the government facility is closed due to local or national emergencies, administrative closings, or similar government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the government facility is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.5. Place of Performance: The work to be performed under this contract shall be performed in designated areas of approximately 5,901 acres of federal land administered by the USACE Fort Randall Project, Pickstown, South Dakota 57367.

1.6.6. Type of Contract: The government will award a requirements service contract based upon the three (3) evaluation factors listed below. All evaluation factors other than cost or price, when combined, are approximately equal to cost or price.

1.6.6.1. Past Performance Factor: Contractor shall provide three (3) completed Form PPQ-0 Past Performance Questionnaires (see Attachment 2) from customers with whom the contractor has completed chemical application activities of similar size and scope to this contract within the past five (5) years.

1.6.6.2. Technical Factor: Contractor shall provide: 1) a list of current equipment and staffing proposed to be used on this contract, and 2) written summaries of three (3) previous job experiences completed within the last five (5) years that are similar in size and scope to this contract.

1.6.6.3. Cost Factor: Contractor shall provide legible bid prices for all line items on the bid sheet.

1.6.7. Security Requirements: N/A

1.6.7.1. Physical Security: The contractor shall be responsible for safeguarding all government equipment, information and property furnished for contractor use. The contractor shall be responsible for locking access/security gates behind him immediately upon ingress/egress. The contractor shall be responsible for notifying (via phone) the on-duty control room operator for every arrival and departure from the power-house proper. The

contractor shall not enter or exit the premises prior to making contact with a “live” operator. At the close of each work period, government facilities (access/security gates) shall be secured.

1.6.7.2. **Key Control:** The contractor shall establish and implement methods of making sure all keys issued to the contractor by the government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the contractor by the government shall be duplicated. The contractor shall develop procedures covering key control that shall be included in the quality control plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The contractor shall immediately report any occurrences of lost or duplicate keys to the KO.

1.6.7.2.1. In the event keys, other than master keys, are lost or duplicated, the contractor shall, upon direction of the KO, re-key or replace the affected lock or locks; however, the government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the government and the total cost deducted from the monthly payment due the contractor.

1.6.7.2.2. The contractor shall prohibit the use of government issued keys by any persons other than the contractor’s employees. The contractor shall prohibit the opening of locked areas by contractor employees to permit entrance of persons other than contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the KO.

1.6.7.3. **Lock Combinations:** N/A

1.6.8. **Special Qualifications:** The contractor is responsible for ensuring 1) all personnel are a minimum of eighteen (18) years of age, 2) all personnel involved with the application of chemicals possess and maintain a valid State of South Dakota commercial applicator license with category G, 1A, and 7 certifications during the period(s) of performance of this contract, 3) all personnel involved with the operation of vehicles on public roadways possess and maintain a valid United States issued operator license during the period(s) of performance of this contract, 4) all vehicles and equipment operated on public roadways are legally registered, licensed, and insured to do so and meet all State and local laws, 5) all vessels operated on public waters are legally registered, licensed, and insured to do so and meet all State and local laws, 6) all personnel are trained and have working knowledge of the specific vehicles/equipment they will operate and tasks they are directed to perform, and 7) all personnel conduct themselves in a professional manner during performance of the work required.

1.6.9. **Post Award Conference, Periodic Progress Meetings, & Coordination:** The contractor shall attend any post award conference and progress meetings convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5. The COR and other government personnel, as appropriate, may meet periodically with the contractor to review the contractor’s performance. At these meetings the COR will apprise the contractor of how the government views the contractor’s performance and the contractor will apprise the government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. The contractor shall maintain daily coordination with the COR during the work week throughout the period of performance. The meetings and daily coordination shall be at no additional cost to the government.

1.6.10. **Government Contracting Officer Representative (COR):** The COR monitors all technical aspects (QA) of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including government drawings, designs, specifications; monitor contractor’s performance and notifies both the KO and contractor of any deficiencies; coordinate availability of government furnished property; and provide site entry of contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes



in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order. The COR for this contract is Mike Hubert at 605-487-7845, extension 3222.

1.6.11. Key Personnel: The following personnel are considered key personnel by the government: contractor, contract manager (if applicable), and alternate contract manager (if applicable). The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the KO. The contract manager and alternate contract manager shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contractor, contract manager, and alternate contract manager shall be available between 7:30 a.m. to 4:00 p.m. CST, Monday thru Friday, except Federal holidays or when the government facility is closed for administrative reasons.

1.6.11.1. Qualifications for all key personnel are: 1) full knowledge of the PWS, 2) working knowledge of GPS, and 3) working knowledge of the required IT equipment (cell phone (calling and texting), computer (email), facsimile) and associated software.

1.6.12. Identification of Contractor Employees: All personnel attending meetings, answering government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. Personnel are not required to obtain and wear name badges. All personnel performing contract work requiring them to drive off-road will be issued an ORV permit by the COR at the pre-work meeting.

1.6.13. Contractor Travel: The contractor will be required to travel to and from their place of business or residence to designated areas of the approximately 5,901 acres of federal land administered by the USACE Fort Randall Project to complete the requirements of this PWS.

1.6.14. Other Direct Costs: N/A

1.6.15. Data Rights: N/A

1.6.16. Organizational Conflict of Interest: N/A

1.6.17. Phase In/Phase Out Period: N/A

PART 2  
DEFINITIONS & ACRONYMS

**2. DEFINITIONS AND ACRONYMS:**

**2.1. DEFINITIONS:**

2.1.1. **CONTRACTOR.** A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2. **CONTRACTING OFFICER.** A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3. **CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4. **DEFECTIVE SERVICE.** A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5. **DELIVERABLE.** Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.6. **KEY PERSONNEL.** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.7. **PHYSICAL SECURITY.** Actions that prevent the loss or damage of Government property.

2.1.8. **QUALITY ASSURANCE.** The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9. **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.10. **QUALITY CONTROL.** All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.11. **SUBCONTRACTOR.** One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.12. **WORK DAY.** The number of hours per day the Contractor provides services in accordance with the contract.

2.1.13. **WORK WEEK.** Monday thru Friday.

**2.2. ACRONYMS:**

A-B-C	Fire Extinguisher Classification
ANS	Aquatic Nuisance Species

ATV	All-Terrain Vehicle
CFR	Code of Federal Regulations
COR	Contracting Officer Representative
CST	Central Standard Time
EM	Engineer Manual
EFT	Electronic Funds Transfer
EPA	Environmental Protection Agency
FAR	Federal Acquisition Regulation
GPS	Global Positioning System
IT	Information Technology
KO	Contracting Officer
NPDES	National Pollutant Discharge Elimination System
ORV	Off-Road Vehicle
PAR	Pesticide Application Record
QA	Quality Assurance
QC	Quality Control
SDS	Safety Data Sheet
T&E	Threatened and Endangered Species
TE	Technical Exhibit
T&M	Time and Material
USACE	United States Army Corps of Engineers
UTV	Utility Terrain Vehicle

PART 3  
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

**3. GOVERNMENT FURNISHED ITEMS AND SERVICES:**

3.1. Services: The government will furnish task order(s) and quality assurance (QA).

3.2. Facilities: The government will not furnish any facilities to the contractor.

3.3. Utilities: The government will not furnish any utilities to the contractor.

3.4. Equipment: The government will not furnish any equipment to the contractor.

3.5. Materials: The government will furnish 1) CFR, Title 36 Rules and Regulations Governing Public Use on Corps of Engineers Water Resource Development Projects pamphlet, 2) ORV permit(s), 3) USACE Manual EM 385-1-1 entitled "Safety and Health Requirements Manual", dated 01 March 2015 (electronic version); 4) task order priority list(s) of treatment area(s) (as necessary), 5) initial hard-copy PAR form (an electronic fillable copy is available upon request), 6) area of avoidance lists (due to human activity or T&E species), 7) photocopies of the original PAR forms submitted with invoices (upon request), 8) local emergency telephone numbers, (9) enlarged vicinity maps/aerial photographs (upon request), and 10) access gate key(s).

PART 4  
CONTRACTOR FURNISHED ITEMS AND SERVICES

**4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:**

4.1. General: The contractor shall furnish all labor, utilities, materials, equipment, and supervision necessary to perform the required work under this contract that are not listed under Part 3 of this PWS.

4.2. Secret Facility Clearance: N/A

4.3. Utilities: The contractor shall furnish his own municipal water source for tank mixing purposes. The contractor is not authorized to utilize raw (untreated/non-potable) water from Lake Francis Case for any purpose under this contract other than to float his vessel (boat) when conducting chemical application services.

4.4. Materials: The contractor shall furnish all necessary materials, such as but not limited to, chemicals, insurance, permits, licenses, product labels, product SDS, work plan, accident prevention plan, quality control, record keeping, completed PAR forms, invoices, electronic GPS datasets, etc. to complete the requirements of this PWS.

4.5. Equipment: The contractor shall furnish all necessary equipment, such as but not limited to, vehicles, vessels, equipment, GPS, IT equipment with applicable software, tools, required safety equipment, etc. to complete the requirements of this PWS.

4.6. Responsibilities: The contractor shall be responsible for complying with the following requirements when completing this PWS:

4.6.1. Equipment. Chemical application shall be accomplished by the use of ground spraying equipment (4-wheel drive vehicle with spray boom/gun, ORV with spray boom/gun, or backpack/hand-carry spray unit) only. Areas inaccessible by motorized vehicles/vessels (boat) will require the use of a backpack/hand-carry spray unit. Aerial spraying is not authorized under this contract.

4.6.1.1. Previously Used Equipment. The contractor shall clean all previously used equipment prior to bringing it onto USACE lands. The contractor shall ensure that the equipment is free of soil residues, plant pests (insects, regardless of lifecycle stage), noxious weeds, and plant seeds. The contractor shall consult with the local (South Dakota) USDA jurisdictional office for additional information and proper cleaning requirements/processes.

4.6.1.2. Vessels (Boats). The contractor shall comply with all State of South Dakota ANS laws and regulations (<http://sdleastwanted.com/laws/default.aspx>) for any vessels (boats) and equipment utilizing Lake Francis Case waters.

4.6.2. Rules and Regulations. The contractor shall abide by all USACE regulations as listed in the CFR, Title 36. Exceptions to these regulations may be made at the discretion of the COR. Off-road travel is restricted to the actual treatment area. An ORV permit shall be carried by the contractor and his personnel when completing the requirements of this PWS. At the discretion of the COR, additional ORV permits are available upon request. All ORV permits issued to the contractor shall be turned in to the COR upon completion of each spraying season.

4.6.3. Laws. The contractor and his personnel shall abide by all applicable federal, state, and local laws pertaining to the purchase, transportation, storage, mix area, use, rinse area, equipment decontamination, and disposal of general and restricted use chemicals and chemical refuse/waste.

4.6.4. Licenses, Permits, and Insurance. The contractor shall, without additional expense to the government, be responsible for obtaining all necessary licenses, permits, insurance, and for complying with all current federal, state, and local laws, codes, ordinances, statutes, and regulations applicable with the completion of this contract. All personnel involved with the application of chemicals must possess and maintain a valid State of South Dakota commercial applicator license with category G, 1A, and 7

certifications, and show proof of such, before work activities can start. The commercial applicator license shall be valid for the duration of the period(s) of performance. The contractor shall hold general liability insurance in the amounts specified in the clauses section of this contract, and show proof of such, before work activities can start. The insurance policy shall be valid for the duration of the period(s) of performance and shall carry riders which cover drift, overspray and spills. Should the insurance policy term expire at any time during the period(s) of performance, the contractor shall cease all chemical application activities on the last day of coverage until such time as he can show proof of insurance covering the remainder of the period(s) of performance.

**4.6.5. Pre-Work Meetings.** The contractor, upon receiving an "Order for Supplies or Services" from the USACE Fort Randall Project, shall contact the COR within five (5) business days after notice of award to set a date and time to conduct the pre-work meeting. At this meeting the COR and contractor shall discuss and mutually agree on the performance, requirements, and administration of the contract. At this meeting the contractor shall submit: 1) a work plan, to include equipment and personnel requirements; 2) an accident prevention plan; 3) a quality control plan; 4) South Dakota commercial applicator license(s); 5) a certificate of insurance; 6) a written designation of a contract manager (if applicable) and alternate contract manager (if applicable), 7) key personnel contact information (phone number(s), fax number(s), email address), and 8) sample GPS dataset(s). The contractor, contract manager, and alternate contract manager shall be required to attend this meeting. The work, accident prevention, and quality control plans shall be revised as needed to produce mutually acceptable plans for performance of the work required. Once approved, the plans shall not be changed without the approval of the COR. The government furnished materials will be delivered to the contractor at this meeting. Each successive years' pre-work meeting will be conducted prior to the beginning of each spraying season during the period of performance. The contractor shall contact the COR during the first (1<sup>st</sup>) week of March to set a date and time to conduct each successive years' pre-work meeting.

**4.6.6. Task Orders.** The services to be furnished under this contract shall be ordered by email(s) from the Contracting Officer. Before spraying commences on each task order, the contractor shall contact the COR to obtain a prioritized list of areas to be treated. If there is confusion by the contractor with regard to the prioritized list, the contractor shall meet with the COR in person to clarify the areas to be treated. The contractor shall maintain daily coordination with the COR during the work week throughout the period of performance. Due to unforeseen circumstances, the COR may contact the contractor at any time during the completion of the task order(s) to coordinate the immediate treatment of a higher priority area(s).

**4.6.7. Spraying Activities.** The contractor shall **NOT** start spraying until issuance of a task order. It shall be the contractor's responsibility to start and provide a continuous spraying operation from day to day, weather permitting, throughout the period of performance. Because of the possible close proximity of the areas to considerable human activity, the contractor is to avoid contact with the public, work force, and livestock with either spray or drift. If the contractor is unable to spray in an area due to human/livestock activity, he shall be required to return at a later time to complete the application. Holiday and weekend applications will **NOT** be allowed without prior authorization from the COR. If adverse weather conditions prevent the completion of the call order within the allotted time frame, the contractor will be required to submit, in writing to the COR, a request for a contract time extension, which must document the cause(s) for the call order not being completed on time. Lack of personnel, utilities, materials, equipment, supervision, insurance, or other work priorities will not be acceptable reasons for allowing a contract time extension. Approval of any contract extension shall be at the determination of the COR.

**4.6.8. Aquatic Sensitive Areas.** Those areas designated as aquatic sensitive areas or are an aquatic area by nature will only be treated with chemicals labeled for aquatic use. The contractor shall be responsible for complying with the State of South Dakota NPDES (<http://denr.sd.gov/des/sw/PesticidePermit.aspx>) requirements for all qualifying aquatic sensitive areas to be treated, to include obtaining the additional commercial applicator license category 6 (aquatic pest control) certification, and show proof of such, before work activities can start.

**4.6.9. Equipment and Employee Safety.**

**4.6.9.1.** The contractor shall be responsible for the safety of his employee(s), and for any injury or damage done by said personnel, and shall protect the government from any claims. All personnel are required to wear the

manufacturer's recommended personal protective equipment during all work activities conducted in completion of this PWS. The contractor's equipment shall meet or exceed all current federal, state, and local safety requirements. The contractor and his employee(s) shall be required to use the personal protective devices recommended by the manufacturer during all work activities conducted in completion of this PWS. The contractor is responsible for complying with all applicable safety requirements and practices set forth in the USACE Manual EM 385-1-1 entitled "Safety and Health Requirements Manual", dated 01 March 2015 and available on-line at [http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf). The contractor shall provide the minimum on-site safety equipment/requirements as follows:

- A. The contractor shall provide at least one nonfreezing-type A-B-C fire extinguisher in each vehicle, vessel, and piece of motorized equipment (ATV, UTV, etc). Place in a location readily accessible to personnel.
- B. The contractor shall provide and maintain a first aid kit commensurate with the size of the project and with items necessary for first-aid treatment of all injuries.
- C. The contractor shall advise personnel of the location of first-aid kits and fire extinguishers.
- D. The contractor shall post telephone numbers of nearest hospital or ambulance service and fire station in a conspicuous location and advise all personnel of locations and telephone numbers.
- E. The contractor shall post all product SDS in a conspicuous location and advise all personnel of their location.

In accordance with EM 385-1-1, the contractor shall submit at the pre-work meeting an accident prevention plan to be followed by all contractor personnel during performance of the work. The plan shall be developed only after a careful analysis of the work involved and shall be tailored specifically to the conditions of this contract and shall address the following items:

- A. Responsible Individuals
- B. Indoctrination of New Employees
- C. "Tool Box" Safety Meetings
- D. Fire Prevention and Protection
- E. Housekeeping
- F. Mechanical Equipment Inspection
- G. First Aid and Medical Facilities
- H. Sanitation
- I. Personal Protective Equipment/Devices
- J. Accident Reporting
- K. Spill Prevention, Cleanup, and Restoration

4.6.9.2. The contractor's equipment shall not be stored on government property administered by the USACE Fort Randall Project. At the close of each work period, all chemicals, chemical mix, chemical refuse/waste, and equipment shall be removed from government lands. It is the contractor's responsibility to secure his personal property during working and non-working hours. The government will not be held liable for damaged, lost, stolen, or vandalized property.

4.6.10. Type and Rates of Chemicals to be Applied. Only those EPA registered chemicals approved for use in the State of South Dakota and listed on the bid sheet shall be applied. The appropriate chemical(s) shall be mixed and applied at rates consistent with their respective labels and manufacturer recommendations for the specific growth stage of the targeted species at the location(s) observed. Application rates shall be such that the targeted weeds are **killed** and not simply burnt. The potential exists that not all of the chemicals listed on the bid sheet will be utilized during the period(s) of performance. Pesticide costs will be paid as a reimbursable expense and only the actual amount applied shall be charged to the government. **Chemical costs will be reimbursed at the bid price submitted by the bidder on the bid sheet if those proposed prices are deemed reasonable by the KO. If the KO considers the proposed chemical prices unreasonable, the prices may be negotiated until acceptable by both the bidder and the KO. For chemicals not listed on the bid sheet, the prices may be negotiated until**

**acceptable by both the bidder and the KO, prior to application of the chemical(s). The contractor must submit an updated price list, to include the additional chemical(s) necessary to complete the requirements of this PWS, for completion of a contract modification by the KO prior to the application of the chemical(s).**

4.6.11. Weather Conditions. Manufacturer's label directions and warnings relative to temperature, wind, relative humidity, and other weather conditions shall be strictly adhered to. Care shall be exercised at all times by the contractor when applying chemical in those areas that the public uses for recreational purposes. Care shall also be exercised at all times by the contractor to protect desirable (non-target) species from damage by the required chemical application.

4.6.12. Record Keeping and Documentation. All chemical application activities shall have PARs completed and GPS datasets collected in accordance with the requirements of this PWS. For all qualifying aquatic sensitive area chemical application activities, the required NPDES documentation (permits, reports, and records) shall be completed in accordance with the requirements of this PWS.

4.6.12.1. The contractor shall be required to completely fill out an accurate government PAR (see Attachment 3) for each area treated on the day of application. Incomplete PARs will be rejected by the COR. The PARs must accompany each month's invoice before the invoice will be accepted for payment.

4.6.12.2. The contractor shall be required to collect a GPS dataset capturing the geographic extents and operating times for each application activity conducted in the field. Each dataset shall be collected using a GPS receiver, recreation grade or better, at the time the work is being executed. At a minimum, each dataset must record the date, application start time, application end time, and the path, or track, taken ensuring that it contains an adequate amount of points along the recorded path logging the time and location of each point. The datasets will be delivered in the GPS Exchange Format (GPX) or in a file format that is compatible with ESRI ArcGIS and/or Google Earth. All data collected by the contractor shall be done in accordance with industry standards and best practices suited for the given geospatial task with procedures and methodologies notated in the metadata where applicable. The datasets must accompany each month's invoice before the invoice will be accepted for payment. GPS datasets are required to be submitted by the contractor to the COR for the following qualifying occurrences:

- \*Sample GPS datasets from each individual GPS unit proposed to be used shall be submitted at each annual pre-work meeting. Sample datasets will be reviewed and accepted by the COR prior to utilization of the GPS unit in the field by the contractor.

- \* Sample GPS datasets from each additional (new, repaired, replacement, etc.) individual GPS units proposed to be used shall be submitted to the COR. Sample datasets will be reviewed and accepted by the COR prior to utilization of the GPS unit in the field by the Contractor.

- \* Datasets from each individual GPS unit utilized by the contractor in the field shall be submitted on a monthly basis.

Individual GPS units whose sample datasets are deemed non-compliant/non-compatible by the COR to the requirements of this PWS are not authorized to be used by the contractor for the fulfillment of this requirement (4.6.12.2.).

When utilizing multiple GPS units, it is the contractor's responsibility to keep the datasets and corresponding PARs organized and separate from each other to avoid data mixing. The contractor shall submit each individual GPS unit's datasets with the corresponding PARs as separate submittals for each month. Datasets and PARs submitted in a disorganized and unaffiliated manner will be rejected by the COR.

4.6.12.3. The contractor shall be required to comply with the reporting and recordkeeping requirements of the appropriate NPDES permit (general, individual, alternative general) valid for the year in which the chemical application activities occurred. The contractor shall be required to submit copies of all required NPDES documentation (permits, reports, records) to the COR at the end of each spraying season. The required NPDES documentation must accompany the final month's invoice before the invoice will be accepted for payment.



4.6.13. Special Requirement. No fill or mixing area will be furnished by the government. The contractor shall be responsible for meeting federal, state, and local mixing requirements.

4.6.14. Threatened and Endangered Species. The potential exists for T&E species to utilize government lands administered by the USACE Fort Randall Project during the period of performance. The COR will notify the contractor of areas to avoid, if any, during the agreement period. It shall be the contractor's responsibility to completely avoid these areas during the completion of the contract. Additional detailed instructions will be discussed with the contractor at the pre-work meeting.

4.6.15. Pre-Inspection of Work Sites. It is the prospective contractor's responsibility to inspect the sites where services are to be performed to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract. Enlarged maps and aerial photographs are available for review at the USACE Fort Randall Project Office in Pickstown, South Dakota. The prospective bidder shall base his bid on his personal site visit/field assessments, rather than from any maps, aerial photos, or estimates that may be furnished by the government as background/orientation information. In no event will a failure to inspect the sites constitute grounds for withdrawal of a bid after opening, or a claim after award of the contract. Site visits should be coordinated with the COR.

4.6.16. Private Property Access and Damages. The contractor shall be responsible for coordinating and obtaining landowner permission to cross private property to access work sites (if necessary). The contractor shall be responsible for all damages to person and property (both private and government) that occurs as a result of contractor fault or negligence.

4.6.17. Sub-Contracting. No contract shall be made by the contractor with any other party for furnishing any of the work or services herein contracted. This provision does not apply to contracts of employment between the contractor and his employee(s).

4.6.18. Notification of Chemical Spills, Damage, Vandalism, or Injury. The contractor shall notify the COR immediately (on the day of occurrence/observance) of any chemical spillage, damage or vandalism to or on government property, and injury to any person resulting from the contractor's operations. In the event of a spill (land-based and water-based), the contractor shall be responsible for the cleanup of any spillage on or off government property and shall comply with the State of South Dakota Department of Agriculture reporting requirements (<http://sdda.sd.gov/ag-services/pesticide-program/compliance/pesticide-program-pesticide-spills/>). In the event of a chemical spill, the contractor shall adhere to the three C's (Control, Contain, and Clean up) to the best of his ability and within his level of safety:

- A. Control the Spill Situation (stop or prevent any further chemical spillage).
- B. Contain the Spill (if possible).
- C. Clean Up (follow correct procedures for size of spill, location of spill, & chemical type).

If any spillage occurs, the contractor, shall remove the spilled material(s) and restore the area to the original condition prior to being contaminated. If necessary, and upon coordination with the COR and at the expense of the contractor, the contaminated soil shall be excavated and disposed of in accordance with all applicable federal and state laws; backfilled with suitable fill material (non-government property source) that is compacted and finished with topsoil; and planted with the same grass species as within the immediate vicinity of the spill at the proper industry seeding rate required to reestablish vegetation.

4.6.19. Bids. Contract work will only include **actual spray time** as listed on the PAR. The prospective contractor's proposed hourly burdened labor rate shall be inclusive of all cost buildup, except chemicals, that might be incurred during this contract such as, but not limited to, equipment, fuel, insurance, licenses, lodging, mileage, mobilization/demobilization fees, municipal water, overhead, per diem, permits, profit, rental fees, etc. The information identified under provision 1.6.6. (Type of Contract) is required to accompany the bid submittal in order to be considered a complete bid.

4.6.20. Payment. The contractor shall submit one itemized invoice per month for payment which shall include the chemical costs and hours of application for that particular month. An original product label and product SDS for each chemical claimed on the invoice (one-time requirement per chemical), the original government PARs for all services claimed on the invoice, and the GPS datasets shall accompany each month's invoice before the invoice will be accepted for payment. Incomplete, insufficient, and missing supporting documentation (PARs and GPS datasets) may cause the government to reject said work claimed by the contractor on the invoice, unless it can be validated by some other method. Each itemized invoice shall also include the contract number and date along with the contractor's name, billing address, and signature. EFT payment will be made after satisfactory completion, inspection, and acceptance by the COR of all contract work performed, upon presentation to the Disbursing Officer of an invoice covering the services rendered. For the final invoice for each spraying season, the access gate key(s), all ORV permits, and required NPDES documentation (when applicable) are required to accompany the PARs and GPS datasets before the invoice will be accepted for payment.

**5. SPECIFIC TASKS:**

5.1. Basic Services: The contractor shall perform services for chemical application. The contractor shall perform chemical application services in designated areas of approximately 5,901 acres of federal land administered by the USACE Fort Randall Project. Services throughout the period of performance include 1) proactively surveying designated areas for weeds, 2) documenting application activities by collecting GPS datasets and completing PARs, 3) treating weeds via chemical application, and 4) preparation and submittal of invoices for payment of services. All work shall be completed in accordance with this PWS.

**5.2. Task Heading:**

5.2.1. Weed Survey: In accordance with this PWS, the contractor shall be required to proactively survey designated areas of approximately 5,901 acres of federal lands administered by USACE Fort Randall Project via ground equipment and/or vessel during normal business hours (7:30 a.m. to 4:00 p.m. CST), Monday thru Friday, except federal holidays.

5.2.2. Weed Treatment: In accordance with this PWS, the contractor shall be required to kill designated State of South Dakota noxious weeds and other identified weeds via application of the appropriate chemical(s) for the weed species, growth stage, and location observed during normal business hours (7:30 a.m. to 4:00 p.m. CST), Monday thru Friday, except federal holidays.

5.2.3. Chemical Application Documentation: In accordance with this PWS, the contractor shall be required to document each application activity by collecting GPS datasets at the time work is being executed and completing PARs on the day of application.

5.3. CONTRACTOR MANAGEMENT REPORTING (CMR): N/A

PART 6  
APPLICABLE PUBLICATIONS

**6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS):**

6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

6.2. Code of Federal Regulations, Title 36 Rules and Regulations Governing Public Use on Corps of Engineers Water Resource Development Projects.

6.3. USACE Manual EM 385-1-1 entitled "Safety and Health Requirements Manual", dated 01 March 2015 and available on-line at [http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf).

PART 7  
ATTACHMENT/TECHNICAL EXHIBIT LISTING

**7. ATTACHMENT/TECHNICAL EXHIBIT LIST:**

- 7.1. Technical Exhibit 1 – Performance Requirements Summary
- 7.2. Technical Exhibit 2 – Deliverables Schedule
- 7.3. Technical Exhibit 3 – Estimated Workload Data
- 7.4. Attachment 1 – South Unit Overview Map
- 7.5. Attachment 2 – Form PPQ-0 (Past Performance Questionnaire)
- 7.6. Attachment 3 – Pesticide Application Record (PAR)

TECHNICAL EXHIBIT 1  
PERFORMANCE REQUIREMENTS SUMMARY

Performance Objective	Standard	Performance Threshold	Method of Surveillance
<b>PRS #1:</b> Weed Survey	The contractor shall be required to proactively survey approximately 5,901 acres of USACE lands in accordance with Provision 5.2.1.	Zero Deviation From Standard.	Direct observation & 100% inspection of GPS dataset submittals
<b>PRS #2:</b> Weed Treatment	The contractor shall be required to kill designated noxious weeds and other identified weeds via application of the appropriate chemical(s) for the weed species, growth stage, and location observed in accordance with Provision 5.2.2.	Zero Deviation From Standard.	Direct observation & 100% inspection of GPS dataset submittals
<b>PRS #3:</b> Chemical Application Documentation	The contractor shall be required to document application activities via GPS dataset collection and completion/submittal of all accompanying PARs in accordance with Provision 5.2.3.	Zero Deviation From Standard.	100% inspection of PAR & GPS dataset submittals

**TECHNICAL EXHIBIT 2  
DELIVERABLES SCHEDULE**

<b>Deliverable</b>	<b>Frequency</b>	<b># of Copies</b>	<b>Medium/Format</b>	<b>Submit To</b>
Work Plan	Annually, at pre-work meeting (rough draft) & prior to task order issuance (POC approved version)	1 complete copy (rough draft) & 1 complete copy (POC approved version)	Paper (hard-copy) and electronic (Word)	POC
Accident Prevention Plan	Annually, at pre-work meeting (rough draft) & prior to task order issuance (POC approved version)	1 complete copy (rough draft) & 1 complete copy (POC approved version)	Paper (hard-copy) and electronic (Word)	POC
Quality Control Plan	Annually, at pre-work meeting (rough draft) & prior to task order issuance (POC approved version)	1 complete copy (rough draft) & 1 complete copy (POC approved version)	Paper (hard-copy) and electronic (Word)	POC
Commercial Applicator License(s)	Annually, at pre-work meeting	1 per each commercial applicator	Paper (hard-copy)	POC
Certificate of Insurance	Annually, at pre-work meeting	1 copy per policy term required to cover annual period of performance	Paper (hard-copy)	POC
Key Personnel Contact Information	Annually, at pre-work meeting	1 complete copy	Paper (hard-copy)	POC
Sample GPS Datasets	Each pre-work meeting & per each qualifying occurrence	1 per each GPS unit per qualifying occurrence	In accordance with Part 4, provision 4.6.12.2.	COR
GPS Datasets	Daily for each application area & submitted monthly with each invoice	1 per month (per GPS unit), up to 7 per calendar year (typical season)	In accordance with Part 4, provision 4.6.12.2.	COR
Pesticide Application Records (PARs)	Daily for each application area & submitted monthly with each invoice	1 copy of each PAR	Paper (hard-copy) or electronic (.PDF)	COR
NPDES Documentation (when applicable)	Annually, with final invoice	1 complete copy per calendar year	Paper (hard-copy) or electronic (.PDF)	COR

<b>Deliverable</b>	<b>Frequency</b>	<b># of Copies</b>	<b>Medium/Format</b>	<b>Submit To</b>
Invoices	Monthly	1 per month, up to 7 per calendar year (typical season)	Paper (hard-copy) or electronic (.PDF)	COR

TECHNICAL EXHIBIT 3  
ESTIMATED WORKLOAD DATA

<b>ITEM</b>	<b>ACTIVITY</b>	<b>ANNUAL ESTIMATED QUANTITY Based on 5-Year Average (2011-2015)</b>	
<b>1</b>	Chemical Application Services (Weed Control)	_____	96 Hours
<b>2</b>	N/A	_____	_____
<b>3</b>	N/A	_____	_____
<b>4</b>	N/A	_____	_____
<b>5</b>	N/A	_____	_____

BID SCHEDULE



## LABOR

FFP

**T&M**

## FFP

**T&M**

[illegible]

## LABOR

**FFP**

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## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 13-MAY-2016 TO 31-MAR-2019	N/A	COE FT RANDALL PROJECT OFFICE MICHAEL HUBERT USAED, OMAHACENWO-OD-FR 399 POWERHOUSE ROAD PICKSTOWN SD 57367 FOB: Destination	968810

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.223-4	Recovered Material Certification	MAY 2008
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013

252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.203-7997 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Deviation 2016-O0003)	OCT 2015
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	DEC 2015
252.204-7011	Alternative Line Item Structure	SEP 2011
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-17 OWNERSHIP OF CONTROL OF OFFEROR (NOV 2014)

(a) Definitions. As used in this provision--

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it [ ☐ ] has or [ ☐ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates ``has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

\_\_\_\_\_

Immediate owner legal name: \_\_\_\_\_

(Do not use a ``doing business as" name)

Is the immediate owner owned or controlled by another entity?:

[ ☐ ] Yes or [ ☐ ] No.

(d) If the Offeror indicates ``yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

\_\_\_\_\_

Highest-level owner legal name:

\_\_\_\_\_

(Do not use a ``doing business as" name)

(End of provision)

## 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. All evaluation factors other than cost or price, when combined, are approximately equal to cost or price. The following factors shall be used to evaluate offers:

1. Past Performance Factor: Contractor shall provide three (3) completed Form PPQ-0 Past Performance Questionnaires (see Attachment 2) from customers with whom the contractor has completed chemical application activities of similar size and scope to this contract within the past five (5) years.
2. Technical Factor: Contractor shall provide: 1) a list of current equipment and staffing proposed to be used on this contract, and 2) written summaries of three (3) previous job experiences completed within the last five (5) years that are similar in size and scope to this contract.
3. Cost Factor: Contractor shall provide legible bid prices for all line items on the bid sheet.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

## 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (APR 2016)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision.

(a) Definitions. As used in this provision --

“Economically disadvantaged women-owned small business (EDWOSB) Concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and



(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)”, means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted electronically on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_ .

[Offeror to identify the applicable paragraphs at (c) through (r) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a women-owned small business concern.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_ -.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( \_\_\_\_ ) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_\_

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ☐ ) has, ( ☐ ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ☐ ) has, ( ☐ ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ☐ ) has developed and has on file, ( ☐ ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ☐ ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(4) *Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [ \_\_\_\_ ] Are, [ \_\_\_\_ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [ \_\_\_\_ ] Have, [ \_\_\_\_ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [ \_\_\_\_ ] Are, [ \_\_\_\_ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ \_\_\_\_ ] Have, [ \_\_\_\_ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals. Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

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(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (*Executive Order 13126*). [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
—	—
—	—
—	—

(2) *Certification.* [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

[ ☐ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ☐ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ( ☐ ) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ( ☐ ) Outside the United States.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ( ☐ ) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ( ☐ ) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

*[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

[ ☐ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ( ☐ ) does ( ☐ ) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ☐ ] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ( ☐ ) does ( ☐ ) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

( ☐ ) TIN: -----.

( ☐ ) TIN has been applied for.

( ☐ ) TIN is not required because:

( ☐ ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

( ☐ ) Offeror is an agency or instrumentality of a foreign government;

( ☐ ) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

( ☐ ) Sole proprietorship;

( ☐ ) Partnership;

( ☐ ) Corporate entity (not tax-exempt);

( ☐ ) Corporate entity (tax-exempt);

( ☐ ) Government entity (Federal, State, or local);

( ☐ ) Foreign government;

( ☐ ) International organization per 26 CFR 1.6049-4;

( ☐ ) Other -----.

(5) Common parent.

( ☐ ) Offeror is not owned or controlled by a common parent;

( \_\_\_\_ ) Name and TIN of common parent:

Name - \_\_\_\_ .

TIN - \_\_\_\_ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation. The Offeror represents that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not an inverted domestic corporation; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a subsidiary of an inverted domestic corporation.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [ \_\_\_\_ ] has or [ \_\_\_\_ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_

Immediate owner legal name: \_\_\_\_

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:

[ \_\_\_\_ ] Yes or [ \_\_\_\_ ] No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: \_\_\_\_

Highest level owner legal name: \_\_\_\_

(Do not use a "doing business as" name)

*(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is [ \_\_\_\_ ] is not [ \_\_\_\_ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [ \_\_\_\_ ] is not [ \_\_\_\_ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

*(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)*

(1) The Offeror represents that it [ \_\_\_\_ ] is or [ \_\_\_\_ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_ (or mark ``Unknown").

Predecessor legal name: \_\_\_\_.

(Do not use a ``doing business as" name).

(End of provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

\_\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

XXX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_\_ (5) [Reserved]

\_\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

XXX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

\_\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

\_\_\_\_ (10) [Reserved]

\_\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

\_\_\_\_ (ii) Alternate I (NOV 2011) of 52.219-3.

\_\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.

\_\_\_\_ (13) [Reserved]

XXX (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (NOV 2011).

\_\_\_\_ (iii) Alternate II (NOV 2011).

\_\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).

\_\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_\_ (iv) Alternate III (Oct 2015) of 52.219-9.

\_\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

\_\_\_\_ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

\_\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

XXX (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

\_\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

\_\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

XXX (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

XXX(26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).

XXX (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

XXX (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

\_\_\_\_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

XXX (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

\_\_\_\_ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

XXX (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

XXX (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.

\_\_\_\_ (37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_\_ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_\_ (39)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

XXX (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).



\_\_\_\_ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_\_ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_\_ (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XXX (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

\_\_\_\_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XXX (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XXX (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

XXX(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

XXX (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

XXX (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

----- (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

XXX (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

XXX (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

XXX(8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

\_\_\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

\_\_\_\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) \_\_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**52.216-18 ORDERING. (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of contract award** through **contract expiration date**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

**52.216-19 ORDER LIMITATIONS. (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2500**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$25,000**;

(2) Any order for a combination of items in excess of **\$90,000**; or

(3) A series of orders from the same ordering office within **30 (thirty)** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **2 (two)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**52.216-21 REQUIREMENTS (OCT 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **the final task order performance period**.

(End of clause)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of provision)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DFAR (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

252.209-7991 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2016  
APPROPRIATIONS (DEVIATION 2016-O0002) (OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in sections 744 and 745 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [ \_\_\_\_ ] is not [ \_\_\_\_ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ \_\_\_\_ ] is not [ \_\_\_\_ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

252.225-7000 BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE--BASIC (NOV 2014)

(a) Definitions. Commercially available off-the-shelf (COTS) item, component, domestic end product, foreign end product, qualifying country, qualifying country end product, South Caucasus/Central and South Asian (SC/CASA) state, South Caucasus/Central and South Asian (SC/CASA) state end product, and United States, as used in this provision, have the meanings given in the Buy American and Balance of Payments Program--Basic clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program-- Basic clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

\_\_\_ (Line Item Number Country of Origin)

\_\_\_ (Country of Origin)

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of ``domestic end product":

(Line Item Number) \_\_\_

(Country of Origin (If known)) \_\_\_

(End of provision)

#### 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

(End of clause)

#### UAI 15.504-100 Award to Successful Offeror

Only a warranted Contracting Officer (either a Procuring Contracting Officer (PCO), or an Administrative Contracting Officer (ACO)), acting within their delegated limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract you shall not proceed with the change and shall immediately notify the Contracting Officer.

#### WAGE DETERMINATION

WD 15-2485 (Rev.-1) was first posted on www.wdol.gov on 03/01/2016

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REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of		Wage Determination No.: 2015-2485
Director	Wage Determinations		Revision No.: 1
			Date Of Revision: 02/19/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: South Dakota

Area: South Dakota Counties of Bennett, Butte, Corson, Custer, Dewey, Fall River, Gregory, Haakon, Harding, Jackson, Jones, Lawrence, Lyman, Mellette, Perkins, Shannon, Stanley, Todd, Tripp, Ziebach

**Fringe Benefits Required Follow the Occupational Listing**		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		10.72
01012 - Accounting Clerk II		12.04
01013 - Accounting Clerk III		13.95
01020 - Administrative Assistant		17.58
01035 - Court Reporter		15.49
01051 - Data Entry Operator I		10.58
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.95
01070 - Document Preparation Clerk		11.05
01090 - Duplicating Machine Operator		11.05
01111 - General Clerk I		10.01
01112 - General Clerk II		10.97
01113 - General Clerk III		12.50
01120 - Housing Referral Assistant		15.88
01141 - Messenger Courier		9.33
01191 - Order Clerk I		10.95
01192 - Order Clerk II		11.95
01261 - Personnel Assistant (Employment) I		12.06
01262 - Personnel Assistant (Employment) II		13.63
01263 - Personnel Assistant (Employment) III		16.11
01270 - Production Control Clerk		16.37
01290 - Rental Clerk		9.49
01300 - Scheduler, Maintenance		11.27
01311 - Secretary I		11.27
01312 - Secretary II		12.61
01313 - Secretary III		15.88
01320 - Service Order Dispatcher		13.03
01410 - Supply Technician		17.58
01420 - Survey Worker		11.88
01460 - Switchboard Operator/Receptionist		10.46
01531 - Travel Clerk I		11.24
01532 - Travel Clerk II		11.92
01533 - Travel Clerk III		12.61
01611 - Word Processor I		10.04
01612 - Word Processor II		11.27
01613 - Word Processor III		13.24
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		17.15
05010 - Automotive Electrician		16.37
05040 - Automotive Glass Installer		15.61
05070 - Automotive Worker		15.61



05110 - Mobile Equipment Servicer	14.01
05130 - Motor Equipment Metal Mechanic	17.15
05160 - Motor Equipment Metal Worker	15.61
05190 - Motor Vehicle Mechanic	17.15
05220 - Motor Vehicle Mechanic Helper	13.22
05250 - Motor Vehicle Upholstery Worker	14.81
05280 - Motor Vehicle Wrecker	15.61
05310 - Painter, Automotive	16.37
05340 - Radiator Repair Specialist	15.61
05370 - Tire Repairer	10.75
05400 - Transmission Repair Specialist	17.15
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.46
07041 - Cook I	10.62
07042 - Cook II	12.09
07070 - Dishwasher	7.97
07130 - Food Service Worker	8.50
07210 - Meat Cutter	13.03
07260 - Waiter/Waitress	7.73
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.67
09040 - Furniture Handler	11.52
09080 - Furniture Refinisher	16.67
09090 - Furniture Refinisher Helper	13.46
09110 - Furniture Repairer, Minor	15.07
09130 - Upholsterer	15.16
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.63
11060 - Elevator Operator	9.95
11090 - Gardener	12.76
11122 - Housekeeping Aide	9.95
11150 - Janitor	9.95
11210 - Laborer, Grounds Maintenance	10.53
11240 - Maid or Houseman	8.73
11260 - Pruner	9.63
11270 - Tractor Operator	12.66
11330 - Trail Maintenance Worker	10.53
11360 - Window Cleaner	10.28
12000 - Health Occupations	
12010 - Ambulance Driver	14.04
12011 - Breath Alcohol Technician	14.74
12012 - Certified Occupational Therapist Assistant	18.49
12015 - Certified Physical Therapist Assistant	18.49
12020 - Dental Assistant	14.39
12025 - Dental Hygienist	26.57
12030 - EKG Technician	22.80
12035 - Electroneurodiagnostic Technologist	22.80
12040 - Emergency Medical Technician	14.04
12071 - Licensed Practical Nurse I	12.55
12072 - Licensed Practical Nurse II	14.04
12073 - Licensed Practical Nurse III	15.66
12100 - Medical Assistant	12.17
12130 - Medical Laboratory Technician	15.57
12160 - Medical Record Clerk	13.01
12190 - Medical Record Technician	15.05
12195 - Medical Transcriptionist	13.46
12210 - Nuclear Medicine Technologist	29.62
12221 - Nursing Assistant I	9.42
12222 - Nursing Assistant II	10.59
12223 - Nursing Assistant III	11.56
12224 - Nursing Assistant IV	12.97
12235 - Optical Dispenser	13.13
12236 - Optical Technician	12.32
12250 - Pharmacy Technician	13.17
12280 - Phlebotomist	12.97
12305 - Radiologic Technologist	21.72
12311 - Registered Nurse I	18.46
12312 - Registered Nurse II	22.58
12313 - Registered Nurse II, Specialist	22.58
12314 - Registered Nurse III	27.32
12315 - Registered Nurse III, Anesthetist	27.32
12316 - Registered Nurse IV	32.75
12317 - Scheduler (Drug and Alcohol Testing)	18.26
13000 - Information And Arts Occupations	

13011 - Exhibits Specialist I	13.72
13012 - Exhibits Specialist II	17.00
13013 - Exhibits Specialist III	20.78
13041 - Illustrator I	13.72
13042 - Illustrator II	17.00
13043 - Illustrator III	20.78
13047 - Librarian	18.82
13050 - Library Aide/Clerk	10.92
13054 - Library Information Technology Systems Administrator	17.00
13058 - Library Technician	12.29
13061 - Media Specialist I	13.02
13062 - Media Specialist II	14.56
13063 - Media Specialist III	16.24
13071 - Photographer I	12.70
13072 - Photographer II	14.21
13073 - Photographer III	17.60
13074 - Photographer IV	21.54
13075 - Photographer V	26.05
13110 - Video Teleconference Technician	12.78
14000 - Information Technology Occupations	
14041 - Computer Operator I	11.60
14042 - Computer Operator II	12.97
14043 - Computer Operator III	15.41
14044 - Computer Operator IV	16.16
14045 - Computer Operator V	20.32
14071 - Computer Programmer I	18.89
14072 - Computer Programmer II	23.41
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	11.60
14160 - Personal Computer Support Technician	24.25
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.28
15020 - Aircrew Training Devices Instructor (Rated)	33.61
15030 - Air Crew Training Devices Instructor (Pilot)	40.44
15050 - Computer Based Training Specialist / Instructor	29.28
15060 - Educational Technologist	23.68
15070 - Flight Instructor (Pilot)	40.44
15080 - Graphic Artist	17.93
15090 - Technical Instructor	16.89
15095 - Technical Instructor/Course Developer	18.95
15110 - Test Proctor	12.50
15120 - Tutor	12.50
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.45
16030 - Counter Attendant	8.45
16040 - Dry Cleaner	10.20
16070 - Finisher, Flatwork, Machine	8.45
16090 - Presser, Hand	8.45
16110 - Presser, Machine, Drycleaning	8.45
16130 - Presser, Machine, Shirts	8.45
16160 - Presser, Machine, Wearing Apparel, Laundry	8.45
16190 - Sewing Machine Operator	10.84
16220 - Tailor	11.40
16250 - Washer, Machine	8.96
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	15.94
19040 - Tool And Die Maker	20.17
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.15
21030 - Material Coordinator	16.37
21040 - Material Expediter	16.37
21050 - Material Handling Laborer	10.35
21071 - Order Filler	9.75
21080 - Production Line Worker (Food Processing)	13.15
21110 - Shipping Packer	12.96
21130 - Shipping/Receiving Clerk	12.96
21140 - Store Worker I	10.81
21150 - Stock Clerk	14.18
21210 - Tools And Parts Attendant	13.15

21410 - Warehouse Specialist	13.15
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.83
23021 - Aircraft Mechanic I	22.12
23022 - Aircraft Mechanic II	24.83
23023 - Aircraft Mechanic III	25.95
23040 - Aircraft Mechanic Helper	16.54
23050 - Aircraft, Painter	18.34
23060 - Aircraft Servicer	18.84
23080 - Aircraft Worker	20.00
23110 - Appliance Mechanic	16.66
23120 - Bicycle Repairer	10.36
23125 - Cable Splicer	24.56
23130 - Carpenter, Maintenance	14.66
23140 - Carpet Layer	15.68
23160 - Electrician, Maintenance	19.87
23181 - Electronics Technician Maintenance I	19.60
23182 - Electronics Technician Maintenance II	20.83
23183 - Electronics Technician Maintenance III	22.04
23260 - Fabric Worker	14.82
23290 - Fire Alarm System Mechanic	17.64
23310 - Fire Extinguisher Repairer	14.44
23311 - Fuel Distribution System Mechanic	23.27
23312 - Fuel Distribution System Operator	18.18
23370 - General Maintenance Worker	13.91
23380 - Ground Support Equipment Mechanic	22.12
23381 - Ground Support Equipment Servicer	18.84
23382 - Ground Support Equipment Worker	20.00
23391 - Gunsmith I	14.44
23392 - Gunsmith II	16.44
23393 - Gunsmith III	18.48
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.52
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.44
23430 - Heavy Equipment Mechanic	19.20
23440 - Heavy Equipment Operator	16.55
23460 - Instrument Mechanic	18.48
23465 - Laboratory/Shelter Mechanic	17.47
23470 - Laborer	10.35
23510 - Locksmith	16.79
23530 - Machinery Maintenance Mechanic	18.37
23550 - Machinist, Maintenance	16.18
23580 - Maintenance Trades Helper	13.25
23591 - Metrology Technician I	18.48
23592 - Metrology Technician II	19.45
23593 - Metrology Technician III	20.41
23640 - Millwright	18.38
23710 - Office Appliance Repairer	17.41
23760 - Painter, Maintenance	15.55
23790 - Pipefitter, Maintenance	19.22
23810 - Plumber, Maintenance	17.71
23820 - Pneudraulic Systems Mechanic	18.48
23850 - Rigger	18.48
23870 - Scale Mechanic	16.44
23890 - Sheet-Metal Worker, Maintenance	16.50
23910 - Small Engine Mechanic	15.68
23931 - Telecommunications Mechanic I	23.72
23932 - Telecommunications Mechanic II	24.97
23950 - Telephone Lineman	20.10
23960 - Welder, Combination, Maintenance	14.11
23965 - Well Driller	17.64
23970 - Woodcraft Worker	18.48
23980 - Woodworker	14.44
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.82
24580 - Child Care Center Clerk	12.39
24610 - Chore Aide	9.18
24620 - Family Readiness And Support Services Coordinator	10.94
24630 - Homemaker	15.00
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.51
25040 - Sewage Plant Operator	16.57

25070 - Stationary Engineer	17.51
25190 - Ventilation Equipment Tender	12.75
25210 - Water Treatment Plant Operator	16.57
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.15
27007 - Baggage Inspector	10.70
27008 - Corrections Officer	14.99
27010 - Court Security Officer	17.50
27030 - Detection Dog Handler	14.45
27040 - Detention Officer	14.99
27070 - Firefighter	17.46
27101 - Guard I	10.70
27102 - Guard II	13.38
27131 - Police Officer I	18.61
27132 - Police Officer II	20.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.27
28042 - Carnival Equipment Repairer	10.96
28043 - Carnival Worker	8.49
28210 - Gate Attendant/Gate Tender	14.08
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.75
28510 - Recreation Aide/Health Facility Attendant	11.50
28515 - Recreation Specialist	16.08
28630 - Sports Official	12.55
28690 - Swimming Pool Operator	17.67
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.38
29020 - Hatch Tender	17.38
29030 - Line Handler	17.38
29041 - Stevedore I	16.04
29042 - Stevedore II	18.47
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	14.57
30022 - Archeological Technician II	16.30
30023 - Archeological Technician III	20.20
30030 - Cartographic Technician	20.01
30040 - Civil Engineering Technician	19.14
30061 - Drafter/CAD Operator I	14.57
30062 - Drafter/CAD Operator II	16.30
30063 - Drafter/CAD Operator III	18.18
30064 - Drafter/CAD Operator IV	22.36
30081 - Engineering Technician I	12.70
30082 - Engineering Technician II	14.26
30083 - Engineering Technician III	16.28
30084 - Engineering Technician IV	19.77
30085 - Engineering Technician V	24.17
30086 - Engineering Technician VI	29.25
30090 - Environmental Technician	18.90
30210 - Laboratory Technician	17.39
30240 - Mathematical Technician	20.20
30361 - Paralegal/Legal Assistant I	15.62
30362 - Paralegal/Legal Assistant II	19.36
30363 - Paralegal/Legal Assistant III	23.69
30364 - Paralegal/Legal Assistant IV	28.66
30390 - Photo-Optics Technician	20.20
30461 - Technical Writer I	21.02
30462 - Technical Writer II	25.71
30463 - Technical Writer III	31.10
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	18.18
Surface Programs	
30621 - Weather Observer, Senior (see 2)	20.20
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.44
31030 - Bus Driver	12.64
31043 - Driver Courier	11.71

31260 - Parking and Lot Attendant	10.36
31290 - Shuttle Bus Driver	13.61
31310 - Taxi Driver	11.67
31361 - Truckdriver, Light	13.61
31362 - Truckdriver, Medium	14.53
31363 - Truckdriver, Heavy	16.07
31364 - Truckdriver, Tractor-Trailer	16.07
99000 - Miscellaneous Occupations	
99030 - Cashier	8.46
99050 - Desk Clerk	8.84
99095 - Embalmer	24.34
99251 - Laboratory Animal Caretaker I	13.13
99252 - Laboratory Animal Caretaker II	14.07
99310 - Mortician	24.34
99410 - Pest Controller	16.54
99510 - Photofinishing Worker	12.10
99710 - Recycling Laborer	13.04
99711 - Recycling Specialist	15.23
99730 - Refuse Collector	11.92
99810 - Sales Clerk	10.93
99820 - School Crossing Guard	11.33
99830 - Survey Party Chief	17.26
99831 - Surveying Aide	11.11
99832 - Surveying Technician	14.45
99840 - Vending Machine Attendant	14.12
99841 - Vending Machine Repairer	16.94
99842 - Vending Machine Repairer Helper	12.89

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees

who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

#### \*\* HAZARDOUS PAY DIFFERENTIAL \*\*

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

#### \*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage

and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
Standard Form 1444 (SF-1444)**

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

